

**Expert Report for Cohen, Seglias, Pallas, Greenhall and Furman Re: CCI v. BOBC & FEC**

profit mark-up on their own work of 20%, and 6% for subcontractor mark-up (using the same support as used for the first CE). This resulted in a Proposed Change Order Amount ("PCO") on PCO #52 of \$620,717.07, Exhibit 8, (no subcontractor costs were included on this PCO), formally submitted dated March 31, 2005.

**Total Cost Method**

A review of the labor loading section of this report clearly indicates that the Project experienced considerable activity beyond the scope of the original Project. So extensive was this additional work that no accounting could have been reasonably conceived or data collected, if even conceived, to record the nature of all the particular losses due to labor overruns, out-of-sequence work, stacking of trades, acceleration and other project inefficiencies resulting from the Project through no fault of CCI. It is virtually impossible or highly impractical for CCI to determine all losses with a reasonable degree of accuracy based upon a detailed accounting.

A review of the bid summaries and competitive bids for the electrical work on the Project and its duplicate at Bear, DE, clearly establishes that CCI's bid in comparison with at least three other bids by other electrical contractors collected by Defendants was realistic and on that basis accepted by Defendants. Further all actual costs incurred by CCI were reasonable and within industry standards for this area. Finally, our review of the documentation indicates that CCI was not responsible for the added expenses incurred by them on these projects.

Accordingly, the Total Cost Method together with the Critical Events is an appropriate approach to establish the full extent of the damages suffered by CCI on this Project due to the action of others:

- CCI submitted a responsive bid for the original scope of work utilizing the means, methods and procedures normally employed on projects of this type.
- CCI was not responsible for the damages and delays suffered, and
- There is no more effective way for CCI to present its claim than identification of all labor overrun and direct expenses possible in the CE and netting this against labor overruns via the Total Cost Method that could not be identified in detail.

The methodology utilizing the Total Cost Method and CE, used to compute the Total Labor Overrun and Direct Material, was reviewed and was found appropriate. In fact, it was found to be more specific and detailed than the Total Cost Method alone.

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The Total Cost Method Labor Overrun was computed as follows: (1) The total labor cost for the Project (2) less the total labor cost from the original bid (3) less Defendant approved Invoiced Change Orders and Allowances. The Total Cost Method Hours are indicated in the Delta Chart, Exhibit 9. Over 79% of the labor overrun costs could be specifically identified and quantified through the CE. Less than 21% of the labor overrun caused by others outside the control of CCI was identified without specific detail using the Total Cost Method.

It is normal that all damages cannot be determined in detail during the project as change orders requests are submitted. Although it is apparent during the Project that damages are being suffered beyond those identified, it is not until the Project is complete that the full impact of the damages can be determined. The full extent of the damages requires careful analysis upon completion of the Project.

Other Damages – Bill of Particulars

The Bill of Particulars (“BOP”) is the Claim Summary vehicle submitted with the Complaint filed by CCI in the instant case to document CCI’s damages.

The BOP was originally filed with the Complaint, dated March 31, 2005 and the final BOP, dated March 31, 2006 with the amended Complaint, Exhibit 10. The purpose of the second BOP was to include the balance of the damages identified by the difference between the Total Cost Method and the CE, not included on the original BOP, PCO #54. Additionally the second BOP included adjustments both increases and decreases, that were identified as necessary on PCO #52 and #53 detailed at the bottom of the second BOP.

The BOP summarizes:

- Unpaid retainage approximately eighteen months following the satisfactory completion of CCI’s Scope of Work well beyond the normal time allowed for the Defendants to withhold retainage.
- The earned balance of the original Scope of Work completed by CCI. Also withheld well beyond the normal time allowed.
- PCO’s not permitted to be included with prior Applications for Payment under Defendants’ threat that the entire Application would not be paid.
- PCO’s repriced and rebilled reflecting the proper mark-up for overhead and profit.
- The CE from the start of the Project to April 7, 2004 and from April 8, 2004 through the completion of CCI’s Scope of Work.
- A portion of the labor overrun identified by the Total Cost Method.
- Material cost increased caused by failure of Defendants to properly manage the project.
- Site Office extended overhead resulting from the extension of the CCI’s work completion beyond the control of CCI.

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- Home Office Overhead and related expenses resulting from the extension of CCI's Work completion beyond the control of CCI and Defendants' failure to timely make payment for Work performed and retainage.

The BOP proffers damages of \$3,400,406.

We reviewed the BOP and the supporting documents, and we believe that the methodology is sound and the calculations are accurate, and CCI should be paid.

It is our understanding that the Defendants are still withholding CCI's retainage and the balance of completed Work under the original scope on this Project. Accordingly, it is appropriate to consider the extent of damages that might accrue to CCI's benefit under any applicable Payment Act. The applicability of a Payment Act is a Matter of Law.

Our review of the documentation and our exposure to the Project indicates that CCI has completed all of the Project requirements.

Despite the fact that CCI has fulfilled all of its obligations under the contract Defendants have failed to pay for all work performed and retainage held, which industry standard demands must be paid in a reasonable amount of time after completion of their Work. There were no indications in the documents reviewed that Defendants were making a diligent effort to make payment.

It is our opinion that CCI has been materially damaged during the Project through no fault of its own, and should be compensated the Total Claim Amount and other post-project costs related to this Case. We believe the evidence supports such an award to CCI.

**Other**

**Other CCI Project at Site**

Generally speaking, all work associated with the two IT Conveyance projects were confined to specific areas where there was virtually no interference with other crafts or the construction manager. CCI was able to lay-out, plan, and install CCI's work with a manageable level of interference and still make a profit. Although there are claimable change orders for these projects, these two projects were delivered within budget and schedule timeframe.

The GP&L project experienced a level of interference far in excess of what can be typically expected at bid time; it was not manageable and forced the project to exceed budget and originally schedule timeframe. The scheduling of work and accessibility of work areas, interference of other trades, and the apparent low

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priority of this package by the Construction Managers could not have been anticipated.<sup>5</sup>

Essentially, the three projects performed by CCI on this Project were completed using the same management including office and field supervision, i.e., Project Manager, General Foreman and foremen, and field installation journeymen electricians with some exception due to normal changes that periodically come about on projects of this type.

The major reason why the two IT Conveyance projects were completed on time and within budget is due to the local nature of these projects as opposed to the global nature of the GP&L project. Although Defendants' lack of planning and lack of proper project management and overcrowding of the work area existed in all three projects, CCI was able to largely overcome these and other problems discussed in this report in the IT Conveyance Projects due to the limited work area, and the ability to keep the crews working in these areas until the Work was done. This was not possible in the huge global project area of the GP&L Project.

FEC Contract with Banc One

FEC did not have a signed Contract until February 2004. Further, this Contract had no incentive to run the Project efficiently. FEC's Contract was "Cost of Work plus (a) Electrical Trade Manager's Fee which is equal to 6% of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions per Schedule 8.01."<sup>6</sup> FEC profits, if the costs increase for the Project.

Closing

Based upon our review of the documents, discussion with CCI personnel both field supervision and office management, our observations during the Project and our analysis, we believe it is reasonable to state that:

- CCI's estimate on this Project was reasonable and appropriate. This is further supported by a comparison with other bids received by Defendants and industry standards for normal project duration and peak manpower requirements.
- CCI completed all the Work under agreement with the Defendants including extra work beyond the original scope on the Project in the most efficient and cooperative manner possible under the circumstances of this Project. CCI properly managed its work and was not responsible for the problems on this Project. CCI did everything in its power to mitigate damages caused by others.

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<sup>5</sup> Ibid., p. 7

<sup>6</sup> Bates: FE 014070 to FE 014073

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- All documents reviewed indicate that CCI's Work was of high quality, and as specified or as modified during the course of the Project. CCI was always responsive to the needs of the Project, and the other parties to the Project. There were no requests for rework at any time following Substantial Completion. It was not until months after CCI filed its Complaint that there was any dissatisfaction proffered by Defendants with CCI's Work, and that was diminimus and otherwise without merit
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- CCI has not been paid for all their work.
- 
- CCI suffered damages due to defective plans, inadequate support by design professionals through defendants' Project management during the Project, Defendants' inability to provide proper and effective Project Administration and Management, and CCI's inability to obtain needed support, coordination and scheduling from Defendants.
- 
- CCI did not contemplate or consider that this Project could have ever resulted in the duration, total labor hours or utilization of manpower that it did. No experienced contractor reasonably could. These results are not normal for projects of this type or any way consistent with what was reasonably expected or planned by CCI at bid time. The Project was not properly managed by Defendants, and the design professionals had too many errors and omissions in the drawings and due to poor project management by Defendants, CCI did not obtain sufficient timely support to avoid damages.
- CCI was damaged during the course of this Project, and CCI is entitled to be compensated for the damages described in this report.
- The parties to the contract in this project did not contemplate or consider that these projects could have ever resulted in the duration, total labor hours or peak work force that they did. No experienced contractor reasonably could. These results are not normal for projects of this type had they been properly managed by the Defendants. Accordingly, the contract language and the requests for extras should be evaluated in that perspective. In fairly and reasonably evaluating the damages suffered by CCI at virtually no fault of their own, a "big picture" approach or a total cost method approach in addition to the Critical Events must be used. This can only be done by evaluating the project at its conclusion. The impact of the Defendants gross negligence, bad faith, intentional interference and hindrance lead to labor overruns by CCI's as illustrated in the documents, charts and tables well beyond industry standard that could not reasonably be anticipated by CCI at bid time. CCI, or any other knowledgeable, experienced, reasonable contractor for that matter, would not have accepted the bid sums and the interim requests for additional payment had the total extent, or even the order of magnitude of the Project's damages been known at the time. In fact, CCI would not have accepted the award at

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any fixed sum amount, if there were any indication that it would be so poorly managed, coordinated and supported by the defendants and their design professionals.


There were numerous reasons for CCI damages on this Project. The fundamental reason for the failure of this Project is only tangentially related to the technical difficulty of the Work of the Project. Defendants' refusal to take the role that only they had the authority and the position to exercise ultimately resulted in the damages suffered by CCI. It is clear from the documentation on this Project and correspondence that this Project, especially as it relates to CCI's Work would result in significant Contractor damages.

\* \* \* \* \*

This report was prepared by Karden Construction Services, Inc. utilizing the services of Dennis C. Link, President. Dennis C. Link's is a construction professional with over thirty-five years of industry experience in general and electrical construction, construction management, construction consulting and codes; in addition, he is an electrical engineer with education, experience, skill, knowledge, and training related to design, installation, evaluation and consulting for commercial, industrial and institutional projects. This report, based upon the application of Mr. Link's education, experience, knowledge, skill and training to the observations made during the Project, the review of specific documents made available prior to and following Project presence interview with CCI Project personnel, and related research and analysis, presents our opinion to a reasonable degree of construction certainty regarding the reasons and responsibility for damages suffered by CCI during and subsequent to the conclusion of this Project, the subject matter of this Case.

We reserve the right to modify the contents of this report, if any additional information or interpretation becomes available during our continued review of documents in this Case that would make such changes appropriate.

Respectfully submitted,  
KARDEN CONSTRUCTION SERVICES, INC.

  
By: \_\_\_\_\_  
Dennis C. Link, President

Enclosures:

Exhibits 1 through 10

B-0766

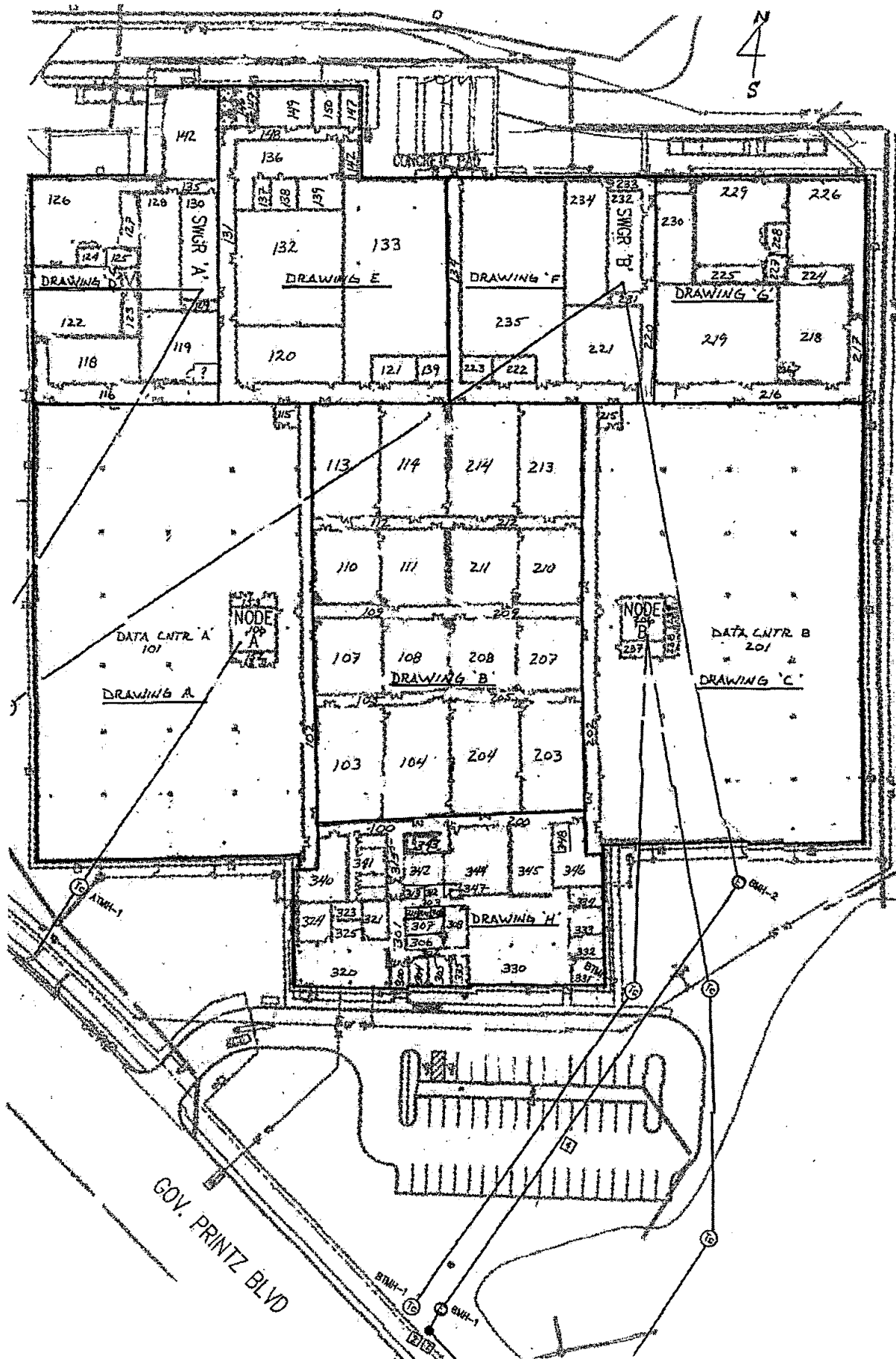
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**CDC Building Drawing Areas**

Exhibit 1



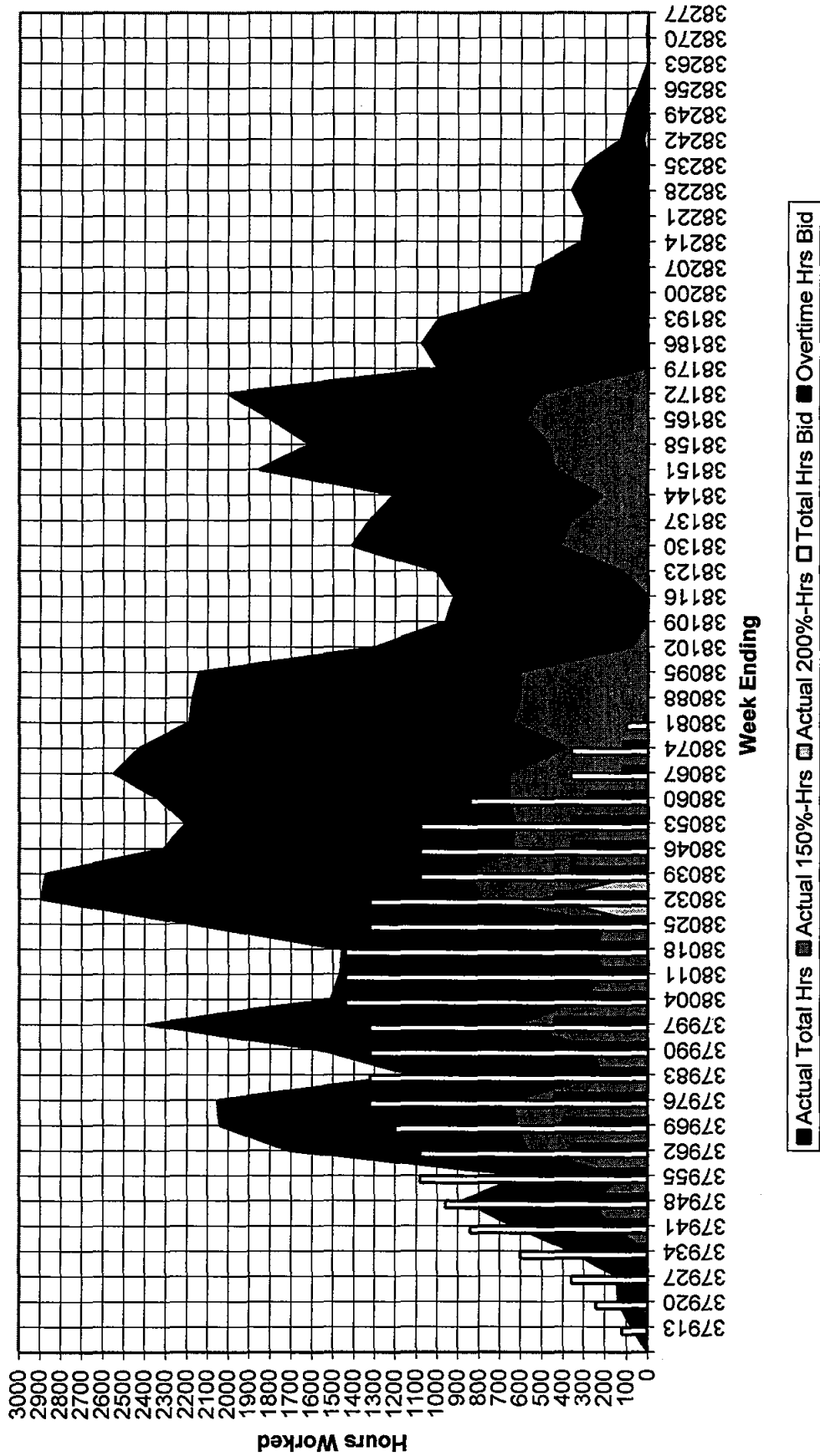
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Exhibit 2

General Power Lighting - Project # 2357

Creedon Controls Inc. - Project #2357  
Weekly Actual vs Projected Hours Comparison Chart  
Bank One - CDC II - Brandywine, DE



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Creedon Controls Inc. - Project #2357  
Weekly Actual Protected Hours Table  
Bank One - CDC II - Brandywine, DE

Week Ending	No.	Actual All Hours				Actual Change Order Only				Protected				2003 Day Ra		
		Total Hrs	100%-Time	150%-Time	% Compl	Total Hours	100%-Time	150%-Time	200%-Time	Total Hrs	100%-Time	150%-Time	To Compl		S-Curve %	% Compl
	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0.0%	0.0%
10/19/2003	1	74.0	56.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	120	80	40	0	0.5%
10/26/2003	2	120.0	120.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	240	160	80	0	1.5%
11/2/2003	3	144.0	144.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	360	240	120	0	3.0%
11/9/2003	4	366.0	366.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	600	400	200	0	5.0%
11/16/2003	5	634.5	451.0	183.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	840	560	280	0	9.1%
11/23/2003	6	877.5	624.5	253.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	960	640	320	0	13.2%
11/30/2003	7	579.5	463.0	116.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1080	720	360	0	17.8%
12/7/2003	8	1706.0	1140.0	566.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1080	720	360	0	22.4%
12/14/2003	9	2040.0	1419.0	621.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1200	800	400	0	27.4%
12/21/2003	10	2048.5	1415.5	633.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1320	880	440	0	33.0%
12/28/2003	11	1110.0	895.5	214.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1320	880	440	0	36.6%
1/4/2004	12	1568.0	1313.5	254.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1320	880	440	0	44.2%
1/11/2004	13	2395.0	1764.0	631.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1320	880	440	0	49.9%
1/18/2004	14	1506.5	1206.5	300.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1440	960	480	0	55.9%
1/25/2004	15	1466.0	1257.0	209.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1440	960	480	0	62.0%
2/1/2004	16	1493.0	1213.0	280.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1440	960	480	0	68.1%
2/8/2004	17	2174.0	1967.0	207.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1320	880	440	0	73.7%
2/15/2004	18	2894.5	1613.0	789.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1320	880	440	0	79.3%
2/22/2004	19	2871.0	2016.0	845.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1080	720	360	0	83.8%
2/29/2004	20	2308.5	1687.0	641.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1080	720	360	0	88.4%
3/7/2004	21	2332.0	1578.0	627.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1080	720	360	0	93.0%
3/14/2004	22	2330.0	1677.0	203.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	840	560	280	0	96.5%
3/21/2004	23	2547.5	1894.0	653.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	360	240	120	0	98.1%
3/28/2004	24	2425.5	2042.5	383.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	360	240	120	0	99.6%
4/4/2004	25	2188.0	1548.0	640.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100	80	20	0	100.0%
4/11/2004	26	2174.0	1571.0	603.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
4/18/2004	27	2141.5	1531.5	610.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
4/25/2004	28	1289.0	1209.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
5/2/2004	29	957.0	957.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
5/9/2004	30	918.0	913.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
5/16/2004	31	1035.0	883.0	120.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
5/23/2004	32	1409.0	989.0	420.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
5/30/2004	33	1321.0	961.0	360.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
6/6/2004	34	1202.0	890.0	212.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
6/13/2004	35	1862.5	1413.0	439.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
6/20/2004	36	1608.5	1137.0	471.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
6/27/2004	37	1799.0	1221.0	578.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
7/4/2004	38	1997.0	1494.0	503.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
7/11/2004	39	998.5	991.5	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
7/18/2004	40	1073.0	1054.0	19.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
7/25/2004	41	998.5	993.0	5.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
8/1/2004	42	596.0	551.0	45.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
8/8/2004	43	530.0	517.5	12.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
8/15/2004	44	314.0	309.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
8/22/2004	45	297.0	282.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
8/29/2004	46	368.0	351.5	6.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
9/5/2004	47	292.0	286.5	5.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
9/12/2004	48	129.0	77.0	28.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
9/19/2004	49	104.0	104.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
9/26/2004	50	48.0	48.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
10/3/2004	51	4.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
10/10/2004	52	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
10/17/2004	53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	0	0	0	100.0%
Total		65407.5	50687.5	14194.0	526.0	7165.0	5271.0	1706.0	188.0	2362.0	1576.0	786.0	0			

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**Greedon Controls, Inc.**  
**Bank One Core Data Center #2**  
**Estimate RFP#B/5367**  
**Schedule-to-Complete**

## Exhibit 4

[illegible]

B-0772

[illegible]

## Exhibit 4

B-0773



Events from Beginning of CCI's Work through 4/7/04

Drawing	Sequence	Item No.	Reference	Delay Type	Shift	General Foreman Hours	Foreman Total	Foreman Hours	Total \$	Journeyman Hours	Journeyman Total \$	Apprentice Hours	Total \$	Direct Expenses	PCO Total \$
A	2	1	As soon as deck was poured (First half of deck was poured mid-October, second half was poured late-October. Creedon was unable to start lighting support in this area until 11/25/04.)												
			a. All chilled water pipe (approx 16" diameter), supply and return, targeted for the trench was stored on the deck.												
			b. CRAC (computer room a/c) stands, RPP (receptacle power panels) stands, sprinkler pipe and many wire reels of others were also moved onto the deck. CRAC units and 138 RPP stands were moved on to deck three weeks after it was poured. This blocked lift access. (46 CRAC stands, 138 RPP stands & 8 PDU (power distribution unit-feeds RPP)). CRAC stands could not be moved by hand; forklift was used for the move.												
			This material covered almost all of 160' x 255' (295,800 sq. ft.) deck. It blocked-in our lifts and delayed us about 2 weeks until supply and return piping was installed in pipe trench. CRAC stands could not be moved by hand; they had to be moved by fork lift. There was no where to move material so we could work.												
		2	Temporary heater and temporary duct was installed at lighting strut height. This stopped us from finishing strut runs, wire pulling, boxes and covers on all lighting runs. We even installed 90% of lights with duct still up. Had to return to finish each run (18 runs) and add 2 fixtures to each run. CRAC units and RPP'S were set on their stands by the time temporary heater and duct was removed. Resulting in additional time and delays. Temporary heat was not removed until just before raised floor was installed approximately March 1, 2004 in Area A. Strut/wire completed as far as possible by 1/13/04; lights completed as far as possible by 2/8/04; heater/duct removed 3/1/04; lights finished 3/10/04.												
		3	About one-third of the exterior walls were roughed-in and then this work stopped and continued in Area B. Work in Drawing A did not return for several weeks. This stopped the electrical rough-in. Exterior walls stopped mid-November 2003 and were not finished until January 8, 2004.												
		4	Roof drain pipe coming down some columns were roughed in wrong. Drywall had to be built-out around columns to cover columns, and we had to wait to rough-in. Our conduit had to go up to roof level so finishing these runs was done at 27 to 29 feet. This work stopped mid-November 2003, and was finished with exterior walls January 8, 2004.												
		5	Temporary roof drains stopped completion of exterior wall along column line D until late in the schedule. Had to return again to finish. This also slowed wire pulling because piping wasn't finished. Same dates as Item #4 above												
B	3	6	As deck was poured UPS switchgear was delivered and stored in this area blocking our access. Deck poured starting November 29, 2003. Creedon started in Area B04on December 1, 2003. Most switchgear was not set until February 20, 2004/04.												
		7	As walls of the sixteen rooms were roughed in only three were built so that switch gear could be moved into place. We couldn't finish any room rough-in. Walls started December 1, 2003. Close-in rooms not completed until March 15, 2004												
		8	Doors in Rooms 113, 114, 213 and 214 were changed, which changed rough-in opening after exit lights were roughed-in. Had to relocate exit lights. No door bucks available because of change; could not finish switch rough in. Changed rough-in December 17, 2003												
		9	Rooms 113 and 214: Rod was dropped for strut support, but we had to remove newly installed rod when temporary heaters were installed. They went in at light level so that they were above the gear. This stopped lighting for over six weeks. Heat installed January 5, 2004; it was not removed until March 15, 2004.												
		10	Rooms 104, 203 and 204: Rod was dropped and some strut was hung. Had to remove strut so mechanical contractor's gantry (gantry higher than unistrut level) could come into room to set gear that came late. (1/5/04 to 3/30/04).												



Drawing	Sequence	Item No.	Reference	Delay Type	Shift	General Foreman Hours	Foreman Total Hours	Foreman Hours	Total \$	Journeyman Hours	Journeyman Total \$	Apprentice Hours	Apprentice Total \$	Direct Expenses	Total \$	PCO Total \$
		11	Room 103: two walls near administrative area were left open for a month so that equipment and batteries could be unloaded onto Administrative Area pad. Loading dock was blocked with dumpsters and block for generator room. Could not finish lighting strut or rough-in walls.	D		3.8	231	19.0	1,104	38.0	2,007	38.0	1,586		4,928	
		12	12/16/03: All contractors had to remove storage vans outside. All material had to be moved inside the building and place contents into Area B rooms. Rooms 113, 114, 210: Wire reels of others; Room 207: Conti & Tangent; Room 203: Preferred and Room 213: Creedon.	D&N		9.2	603	46.0	2,892			50.0	2,087	111	5,692	
		13	Rooms 103, 104, 203, 204, 113, 114, 214, 213: By the time we were able to get back in (rooms blocked to set gear and then blocked for feeder pulls), our access was severely blocked. It took much longer to install strut & fixtures. (Jan 04 through April 04)	D		4.8	282	24.0	1,394	20.0	1,056	4.0	167		2,909	
		14	Corridor 212 and 209: Blocked with hundreds of battery racks and batteries. Door to our material room blocked for a day.	D		1.5	91	7.5	436	60.0	3,169				3,696	
		15	Feeders for inverters UPS, ELA, ELB and ELC (panels) came up into wall; it did not reach the pad as designed. We had to have extension boxes made to get feeders into units. Feeders under this circumstance were much harder to pull. (3/18/04)	D												
		16	Had to continuously move other trades' material in order to do our work in this area. (Day shift. 12/16/03 through 5/15/04)	D&N		14.4	4,724	72.0	4,516	360.0	20,536	72.0	3,005		32,762	
		17	Tishman would not permit us to lock our material room. We had so much material stolen, we had to keep material man in Room 213 to protect it. (January 04 through June 2004)	D						1302.0	68,772				68,772	
		18	All trades would remove controllers from lifts at end of the day shift, so we could not move them to do our work on second shift. Trades also chained lifts at the end of first shift. (December 03 through April 04)	N		14.4	862			72.0	4,183				5,145	
		19	Substations 1A, 2A, 3A in Rooms 113, 114 and 214: We were not given a schedule for floor painting until two days prior to start, and we still could not get into rooms because feeders were still being pulled and had not been terminated. We had to stop other lighting work and expedite lighting in these rooms to complete in 1 week. (2/13/04)	D&N		7.0	418	35.0	2,080	175.0	9,455				11,951	
		20	Eight battery rooms were loaded with material. We could not get in to do our work. Material was moved, floor painted, protection installed and battery racks built. When we were finally able to get in, we had to work around racks with small lifts only, which took much longer and required more lifts than reasonably anticipated. (2/2/04)	D		2.4	146	12.0	697	120.0	6,338	21.0	876		8,058	
		21	Doors to rooms 113, 114, 214, 213 were closed over along L&M corridor. We could not get into our material room. We had to go around to corridor 212, which was difficult access and increased move distance. (2/1/04 to 3/1/04)	D		8.0	486	40.0	2,324	320.0	16,902	160.0	6,677		26,389	
		25	Floor protection was installed and removed with little or no notice. (3/15/04)	D&N		28.5	1,828	147.6	8,743	738.0	39,741	118.8	4,958		55,270	
C	1	26	Shortly after deck was poured CRAC unit and RPP stands were moved on to it. This blocked lift access. (46 CRAC stands, 138 RPP stands & 8 PDU). CRAC stands could not be moved by hand; forklift was used for the move. (11/17/03). Duct, sprinkler pipe also blocked access.	D												
		27	Delay in getting strut layout drawing approved slowed us early in the project. In the interest of facilitating the schedule we started without approval. (11/13/03)	D&N		9.6	583	48.0	2,789	240.0	12,677	240.0	10,015	2,662	28,726	
		28	Temporary heater and temporary duct was installed at lighting strut height. This stopped us from finishing strut runs, wire pulling, boxes and covers on all lighting runs. We installed 90% of lights with duct still up. We had to return to finish each run (18 runs) and add 2 fixtures to each run. This resulted in additional time and delays. CRAC units and RPP'S were set on their stands by the time temporary heater and duct was removed. This resulted in additional time and delay. Temporary heat was not removed until just before raised floor was installed approximately February 15, 2004 in Area C.	N		1.6	107	8.0	511	16.0	930				1,548	
		29	Temporary roof drain piping (approximately 10" diameter) stopped completion of electrical wall rough-in along Column. Line D. We had to return to finish our branch rough-in and lighting support strut. This delayed us approximately six weeks. (4/8/04)	D&N		1.1	71.9	5.6	344.0	28.0	1563.4				1,979	
		30	Studs at columns were not braced when they were roughed-in. This made conduit rough in very hard as studs were 27" high and moved. They came back and installed bracing after our pipe was installed.	D&N		2.2	140	11.2	669	56.0	3,042				3,852	

Creedon Controls, Inc.  
Bank One Core Data Center #2  
Critical Event Summary Change Orders  
CCI Project #2387  
Events from Beginning of CCI's Work through 4/7/04

Exhibit 5

Drawing	Sequence	Item No.	Reference	Delay Type	Shift	General Foreman Hours	Foreman Total	Foreman Hours	Total \$	Journeyman Hours	Journeyman Total \$	Apprentice Hours	Total \$	Expenses	Direct	PCO	
		31	Roof drain pipe coming down some columns were roughed in wrong. Carpenters had to Columns were build-out/roughed-in to cover piping in columns, and we had to wait to do our electrical rough-in. Our conduit had to go up to roof level so finishing these runs was done at 27 to 29 feet. (1/15/04)	D		4.0	243	20.0	1,162	40.0	2,113					3,518	
		32	Ramp into this area was built several weeks late. This locked lifts into area. (12/23/03)	D		0.7	41	3.4	207	34.0	1,975			800		3,023	
		33	Had to move fixtures out of this area for a Bank One walk-through. Fixtures were moved to L&M hallway, and subsequently moved again to the chiller rooms to clear the hallways. (3/29/04)	D		1.0	58	4.8	279	0.0	63	48.0	2,003			2,404	
D	8	34	Shortly after the deck was poured and walls went up the following rooms were filled with material/equipment and gang boxes to the point that it was impossible to get a lift in to work: a. Storage Room 118: Creedon still can not get in. (1/04 to 5/04) b. Pre-prod Room 119: Creedon still can not get in. (1/4/04 to 4/04) c. Main Elect. Room 130: Main switchgear and wire pulling blocked access. (1/04 to 3/04) d. Master control room 128: Switchgear and wire pulling blocked access. (1/04 to 2/04) e. Generator rooms 122 and 124: Generator/brick layers. f. Loading dock/receiving-room 139 and 140: This represents 90% of the space in this area. (2/04 to 4/04)	D		1.8	102	8.2	488	41.0	2,208			2,795			2,795
		35	When area was finally available, area and other major equipment deliveries, access was made more difficult by equipment and housekeeping pads. Only small lifts and extension ladders must be used contrary to what we reasonably expected. Generator rooms 122 and 124 (started 3/31/04): Had deck poured last. The generator sets were set; the mufflers were installed in the ceiling, and brick layers built scaffolding and moved in block. Note: After installation of lights in Generator Room 122, Creedon had to remove and reinstall the lights, so that the damaged generator set could be pulled and sent out for repair (This work was PCO #36 on or about 5/13/04). Block was stored on loading dock for about a month which not only kept us from working there, but blocked almost all deliveries. Fixtures (thousands) had to be unloaded through the Administrative Area (Blocked by mason from on or about 2/15/04 through 4/3	D&N		12.2	734	60.8	3,672	304.0	17,682	30.0	1,252				23,321
		36	Loading dock was blocked from on or about 2/15/04 through 4/30/04; it was covered with reels of feeder wire and door frames, waiting for access; it was blocked by dumpster at one door and block at the other. Creedon started lighting on the Loading Dock 5/17/04. Rooms 128 and 130: No advance notice was provided that floors would be painted. We found out when we were asked to move the temporary service for painter. We had to stop where we were working and move to these rooms to install lighting (See Item #35 for	D		6.7	408	33.6	1,952	168.0	8,874	42.0	1,753				12,987
E	7	37	Shortly after deck was poured, and wall went up the following rooms were filled with material, equipment and gang boxes to the point that it was impossible to get a lift in to work. a. Chiller Room 132: F&G Mechanical-started 4/21/04 b. Electrical Sub A- Room 131: Furness-gear, feeders, etc.-started 4/2/04 c. AHU A, Room 120: ID Griffith-started 4/6/04 d. Duct Supply Area 134 - Fitters-started 4/5/04 Dates in a, through d, are for lighting rough-in; Branch power rough-in was coordinated with drywall installation several weeks earlier as lifts were not needed. Branch power wire was pulled about the same time lights were installed. This is 85% of floor space in this area. We had to wait for lighting rough-in until the last week of March before this was accessible. These dates are later than original project completion dates.	D&N		2.0	128	10.0	612	50.0	2,783	30.8	1,285				4,808

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Creedon Controls, Inc.  
Bank One Core Data Center #2  
Critical Event Summary Change Orders  
CCI Project #2357

Exhibit 5

Events from Beginning of CCI's Work through 4/7/04

Drawing	Sequence	Item No.	Reference	Delay Type	Shift	General Foreman Hours	Foreman Total	Foreman Hours	Total \$	Journeyman Hours	Journeyman Total \$	Apprentice Hours	Apprentice Total \$	Direct Expenses	Total \$	PCO Total \$
38					N	2.6	171	12.8	818	64.0	3,718					4,708
Tried to have night shift install lighting in storage area for eight consecutive nights, but fitters would lock doors so we could not get in. Finally cut locks and had to move their material each night to work. Creedon was told by Forest that the area was Creedon's for installation, but Forest would not move fitters from the area. Creedon did Rooms 136 and 139 starting 4/15/04; returned 5/12/04 to do room 137 and 138 on after P. Angerame intervened. (Start: 3/30/04 approx.)																
39			In E 1)	D&N	0.6	39	3.2	188		16.0	845					1,070
Electrical Sub A, Room 131: Scheduled to get floor painted the first week of May. Schedule changed without notice or input from others working in the area and floor was painted a month early. We had to stop working in Generator Room and remobilize to this room and complete lighting in four days. Started installation 4/2/04.																
40				D	2.4	146	12.0	687								843
ATS switches shipped to Forest in error, not Creedon. They ended up being delivered with Furness's ATS, and we could not find the switches for several weeks. This equipment was shipped to site the end of January 2004. Creedon started installation 2/18/04																
41				D	4.8	282	24.0	1,384		32.0	1,690	8.0	334			3,710
Feeder conduit in deck to ATS-PPSP (in Room 137 Shop) was damaged and not useable. Still waiting for new overhead feeder to be completed. Can not order wire because we do not know how long run will be. Pull boxes are now required to conform to Code requirement for number of bends allowed in a run. Delayed 3 weeks. Delay was on or about 2/11/04 through 3/15/04																
42				N	0.4	27	2.0	128		8.0	465					618
Temporary heater in corridor 146 by steps to the roof. Blocked access to fuel room 149 and part of hallway. Was not removed until about 3/29/04. Heater was installed the beginning of January; Creedon started lighting in this area 4/5/04. After being held up for three months, Creedon had to move from chiller areas to do these lights quickly so the painter could paint the floor. (4/7/04)																
43				D&N	0.6	86	3.2	432.3		18.0	1964.9	12.0	501			2,984
Did not get schedule of floor painting until after they started painting, and then schedule was not followed. We had to move several times to new locations in order to facilitate the schedule. Rooms 135, 136, 137, 131 painted early; started on or about AHU A room 120: Finally opened up last week. We are doing lighting now and duct work is still not completely finished; started on or about 4/6/04																
44				N	0.2	13	1.0	64		2.0	116					183
45				D	0.6	39	3.2	188		16.0	845					1,070
Chiller A, room 132: We had to go back after rough-in was complete and raise two exit lights because door frames changed. Started on or about 4/21/04. Fixtures were damaged by other trades as soon as we installed them.																
46				D&N	13.8	862	68.8	3,746		344.2	18,728					23,336
Chiller supply/return piping in trench going From Chiller Room 132 to Data Center A in trench crossing corridor 116 was not plated. Once walls were up most access was blocked. Lift couldn't get by. It took about two month before iron workers set up diamond plating and installed support steel. This was a major access point and caused a very significant delay. Walls went up the end of December 2003, and diamond plate did not get installed until the beginning of March 2004. For several weeks there were no handrails.																
47				D	10.1	812	50.4	2,928		252.0	13,311					16,851
Walls were roughed in but large openings left so that lifts could get around trench, but housekeeping pads where poured. Lifts still could not get by or were severely limited. We could not finish the electrical rough-in because walls were left open. Conduit got damaged by lifts trying to squeeze by. This delay ran from the end of December through the end of February 2004.																
48	5			D&N	6.5	351	32.4	1,929		162.0	8,768	66.0	2,838			13,885
Chiller Room 234 No access: a. Set chiller pump motors right after pads were stripped (forms). b. Also set MCC's. c. Fitters started chiller supply and return piping in ceiling. Access just became available on April 9, 2004, night shift. Creedon finished 4/20/04. Creedon was delayed from 1/9/04 through 4/9/04. Floor poured early in January. Creedon tried dropping rods but fitters kept damaging them hoisting their gear into the ceiling, so had to stop. Creedon had to clear fitter piping, so we could not install strut until they were finished.																

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Creedon Controls, Inc.  
Bank One Core Data Center #2  
Critical Event Summary Change Orders  
CCI Project #2357  
Events from Beginning of CCI's Work through 4/7/04

Exhibit 5

Drawing	Sequence	Item No.	Reference	Delay Type	Shift	General Foreman Hours	Foreman Total	Foreman Hours	Total \$	Journeyman Hours	Total \$	Apprentice Hours	Total \$	Expenses	Direct	PCO Total \$
		49	About 120 feet of exterior wall along Column Line R had drywall installed prior to electrical rough-in inspection. Some drywall was taken down but not all of it. All electrical trades had to rough-in around partial drywall. This was extremely time-consuming. On 1/23/04 carpenter was ordered by Tishman to hang drywall for no apparent reason; even though Tishman knew that the electrical inspection had not occurred yet.			D	4.8	282	24.0	1,394	120.0	6,338	120.0	5,008		13,032
		50	AHU Room 221: Drywall was installed without inspection, as above. Walls were closed with drywall prior to completion of electrical work in walls and even though electrical inspection was not completed. Occurred 1/23/04 as in Item #53 immediately			D	13.6	826	68.0	3,951	136.0	7,184	68.0	2,838		14,798
		51	Corridor 116 and 216 where chiller supply and return piping passes from chiller rooms to data centers. The trench (4' wide x 3' deep) crosses the hallway. Early in job, walls were left out so lifts could pass. When the walls were closed, the trench was not covered with plate, which stranded lifts on both sides of the trench. Stopped most movement through the hallway except people and small carts. It took over two months before iron workers laid diamond plating and added support to carry weight of lifts. This dramatically delayed production. The delay extended from mid-December 2003 through the first week of March 29, 2004.			D	9.6	583	48.0	2,789	240.0	12,677				16,049
		52	AHU B, room 221 No access: Air handler pads poured early which stopped lift traffic. Could not get into room because of setting units and installing large duct runs. This delayed Creedon's work from December 2003 through March 29, 2004.			D	10.8	656	54.0	3,137	180.0	9,508				13,301
		53	Many conduits damaged by other trades while rough-in was on going because of limited access for lifts. This delayed Creedon's work from December 2003 through March 29, 2004.			D	2.9	175	14.4	837	72.0	3,803				4,815
		54	1.) We color coded all conduit rough-in: white = normal power and lighting, orange = emergency power and lighting, green = teledata, blue = receptacles. About this time conduits were painted black. We had loose ends everywhere and unfinished conduit runs because walls weren't finished. Conduit identification was lost and finishing rough-in was much harder after ceiling painting. Ceiling painting started													
		55	Soon after deck was poured on or about the first week of November 2003, and walls rocked, painter moved into Room 218; Creedon got access to this room May 18, 2004, considerably out-of-sequence. Could not get in to finish lighting. Three substations moved into Room 219 along with four CRAC units, then feeder pulling started (hundreds of cables), overhead conduit rack and duct work; got access to this room 1/8/04. We could not get in for over a month.			D	6.7	404	33.3	1,934	186.4	8,789	43.6	1,919		12,947
		56	Generator rooms 226 and 229: Problems with underground feeders delayed pouring deck in this area on or about January 15, 2004. Then generators were set, mufflers were hung from ceiling, brick layers started vents 1B and 2B with scaffolding that blocked access. Could not get into this room until on or about March 19, 2004, and then we had to work around equipment and housekeeping pads with small lifts and extension ladders not reasonably expected.			D&N	12.4	793	62.1	3,781	310.4	17231.7	38.0	1,586		23,401
		57	Cement mixer was set- up outside door in L&M corridor and filled hallway with block for generator room on or about 2/1/04. This stopped corridor lighting at east end of corridor 216 and all of corridor 217. We had to go back later to finish on or about March 22, 2004, night shift.			N	6.7	390	33.6	1,952	188.0	9,761	42.0	1,928		14,031
		58	Had to continually move other trades material to get to our work. This was a continual problem from January through May 2004.			D&N	16.0	1,023	80.1	4,894	400.3	22,245	96.0	4,006		32,168
		59	Reels of feeder wire (hundreds) in corridors 216, 220 and room 219, stopped and slowed progress. This was a continual problem from January through May 2004.			D	43.7	2,311	218.7	11,554	1093.7	57,768	273.4	11,410		83,042
		60	Stud were roughed-in so openings did not line up. Had to punch heavy gauge metal studs to rough-in conduits, which could not be reasonably expected. This items refers to the openings left in the walls for lift access. This stopped rough-in and wire pulling. Creedon returned to find that conduit and wire pulling was much more difficult than could be anticipated from January through July 2004.			D	7.7	406	38.4	2,028	192.0	10,141	96.0	4,006		16,561

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G

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Creedon Controls, Inc.  
Bank One Core Data Center #2  
Critical Event Summary Change Orders  
CCI Project #2357  
Events from Beginning of CCI's Work through 4/7/04

Exhibit 5

Drawing	Sequence	Item No.	Reference	Delay Type	Shift	General Foreman Hours	Foreman Total	Foreman Hours	Total \$	Journeyman Hours	Total \$	Apprentice Hours	Total \$	Direct Expenses	PCO Total \$
	61		Problems with generators delayed testing several days from what was scheduled. We had a gang of 10 men pulling wire in these rooms when testing should have been done but wasn't. Got stopped on March 25 and 26, 2004, so generators could be tested. Lost 2 hrs x 10 men both days, March 25 and 26, 2004.	D		1.6	85	8.0	423	40.0	2,113				2,620
	62		Other trades disconnecting conduit prior to closing wall. Caused problem with the wire pulls later. After rough-in inspection, conduit was disconnect for access through walls; Creedon was not notified and walls were closed. This occurred in the period between January and March 2004 and June and July 2004.	D		7.2	437	38.0	2,092	180.0	9,508				12,037
H	63		As soon as concrete was dry enough to walk on, it was covered with reels of feeder wire, studs, drywall, door frames, doors and HVAC ductwork and other materials from February through May 2004. Diamond plate used for walls was not removed until Tishman wanted to install carpet. Creedon was not able to pull wire because wall boxes were covered and inaccessible. Ceiling access was also blocked by materials.	D		5.8	350	28.8	1,673	144.0	7,606	36.0	1,502		11,132
	64		Wall studs were put up without providing enough room (around stored material) to rough-in electric conduit. Spent hours each day moving material of other trades. This problem continued from the end of February through April 2004.	D		5.3	321	28.4	1,534	132.0	6,972				8,827
	65		Originally had scissor lifts in the area for ceiling rough-in, but had to rotate lifts and bring in JLG lifts to work over stored material. This not only slowed the Administration Area, but areas where we planned to use the JLG's. This problem continued from on or about the second week of February through March 2004.	D		3.8	233	19.2	1,116	98.0	5,071				6,420
	66		Overday drawing received were incorrect. All conduits in electrical rooms were roughed in 6'-6" not 7'-0". This caused problems for us and Furness as feeder and branch conduits were wrong. February and March 2004 the piping was done under PCO #4, but this impacted wire pulls also, which were not covered by PCO #4.	D		9.6	583	48.0	2,789	240.0	12,677	60.0	2,504	280	18,833
	67		Underground feeder conduits were crossed from panels UPBMA6 and UPBMB6. This caused four other panels to move, RP2A2, RP2B2, RZ2A2A and RP2B2B. We spent 80 hours on this problem. We had to install 12" x 12" trough under panels plus (10) 2" threaded connectors at \$38 each, (2) 3" at \$98 each and (6) 1-1/2" at \$20 each. Also length of feeders to these panels increased. We have been waiting for these feeders since on or about 2/6/04. We still do not have them finished. Cannot purchase wire. This problem continued from February 6 through April 30, 2004.	D		3.2	194	16.0	930	80.0	4,226			1,019	6,369
	68		Moving material from storage vans to the building had a major pyramiding effect on the project. Not only was time lost moving material, but material moved in the building was constantly in the way and had to be moved over and over again. We moved skids of lights many times. This extremely major time consuming problem continued from on or about December 16, 2003 through July 31, 2004.	D		7.7	467	38.4	2,231	384.0	20,283	182.0	8,012		30,993
	69		On March 30, 2004, the day shift made up a pulling head at the end of the shift planning to pull it the next morning. When they returned a 2500' reel was cut from the head and stolen. Crew had to wait for more wire to be shipped to site and remake the pulling head.	D		0.3	19	1.6	93	8.0	423	2.0	83		618
	70		On March 7, 2004 we had 5 men pulling wire in battery rooms in area B and were told we had to vacate for 1/2 hour for testing. There was testing problems and we could not get back in for 4 hours.	D		0.2	12	1.0	58	20.0	1,056				1,127
	71		Electrical gear ordered by us as directed and arranged by others, came addressed to Forest, not Furness or Creedon. When material arrived, electrical contractors were randomly directed to unload shipments. Causing delivery mix-ups and lost time in locating and unloading equipment. Damaged material notifications were not properly filed. This problem extended from December 2003 through April 2004.	D		1.6	97	8.0	465	40.0	2,113				2,675
	72		Panels that came in damaged where unnoticed because it was unloaded by the wrong contractor. This required reordering late in the job at an extra cost and schedule impact. Panels did not arrive up to as late as April 2004.	D		16.0	972		0	40.0	2,113				3,085

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## Events from Beginning of CCI's Work through 4/7/04

[illegible]

**Legend:**

**1. Rates (from 12/01/04)**

General Foreman	\$60.75
Gen. Foreman-2nd sh	66.82
Foreman	58.10
Foreman-2nd shift	63.91
Journeyman	52.82
Journeyman-2nd shift	58.10
Apprentice	41.73
Apprentice-2nd	45.90
Laborer	45.00

- | 2. Sequence of Work: | Dwg | Start Order |
|----------------------|-----|-------------|
|                      | C   | 1           |
|                      | A   | 2           |
|                      | B   | 3           |
|                      | G   | 4           |
|                      | F   | 5           |
|                      | H   | 6           |

**This list of events does not completely reflect the cost and schedule impact associated with events such as:**

1. Cost escalation of materials, e.g. copper and steel, purchased later than planned due to information and schedule delays.
2. Schedule related cost increases related to labor scheduling
3. Cost and schedule impact related to the timing and completeness of RFIs and submittal responses
4. Cost and schedule impact related to the number, timing, definition and magnitude of change orders
5. Stacking of trades in spaces with limited area, access or space availability

**Vote:**

**Note:** This calculation includes only the items that could be specifically documented in detail other impacts and items will be added.

B-0780



March 31, 2005

Creedon Controls, Inc.  
 Bank One Core Data Center #2  
 Critical Event Summary Change Orders  
 CCI Project #2357  
Events from Beginning of CCI's Work through 4/7/04

Exhibit 5

Drawing Sequence Item No.

E 7  
 D 8

Reference	Delay Type	Shift	General Foreman Hours	Foreman Hours	Total	Foreman Total \$	Journeyman Hours	Total \$	Apprentice Hours	Total \$	Direct Expenses	PCO Total \$

B-0781

As of March 31, 2006  
Revised

Exhibit 6

<u>Drawing</u>		<u>Sequence</u>	<u>Item No.</u>	<u>Shift</u>	<u>General Foreman</u> <u>Hours</u>	<u>Total</u>
General		1	4/29/04: Closed entrance from Goodwill parking lot to site to start rough grading; contractors willing to do a board walk, but denied this alternative. This added extensive time for manpower to move between trailers and parking areas. No notice was sent.	D		
B		2	6/09/04: Non-compliance was issued from Tishman on moving our equipment from the break room; see response to non-compliance. This was one of the few communications with Tishman through Forest.	D	1.0	60.75
H		3	6/9/04: Asked to have power to the roof top unit in the Administration Building, which Creedon completed as asked, but there were no motor starters, supplied by others, for the Chilled water pumps and the RTU. Cannot run without the chilled water. Deadline was an "empty" deadline.	D		
H		4	6/9/04: Asked to have power to the roof top unit in the Administration Building, which Creedon completed as asked, but there were no motor starters, supplied by others, for the Chilled water pumps and the RTU. Cannot run without the chilled water. Deadline was an "empty" deadline.	D		
D		4a	6/22/04: Laborers threw out 300 feet of ten foot strut cover in a box, which was on a four wheel cart, which they used to dispose of our material and left the cart at the dumpster without even returning it. Had to retrieve material the next day from the dumpster. Half of the material retrieved was damaged beyond use.	D	0.2	12.15
E		5	7/1/04: Two man lift in the generator room #1A with a Creedon sticker, but was rented by the sprinkler fitter. This resulted in an inappropriate non-conformance notice, responded to by Creedon.	D	2.0	121.50
		6	8/16/04: The labors threw out a skid of conveyance supports we were saving to do additional tray supports as needed. It was trashed with full knowledge by Tishman that a truck would arrive within one hour to store this material off-site.	D		
H		6a	2/5/04: Admin Bldg rough-in floor boxes requested by Tishman and Forest as an extra (T&M?). Furness had to go into the same room at a deeper elevation due to the sweep of elbows. Creedon (7:00 to 3:30) held up for 8 hours.	D		
H		7	2/6/04: Held up in the same area by Labov Mechanical because they were installing the rough-in for the bathrooms and they were deeper, therefore first, but they kept the ditch open for three days. Tishman and Forest wanted to pour the Admin area and we could not get done. Men had to be relocated frequently. We put as many people as possible on the work when we could to comply with Tishman and Forest's request.	D		
H		7a	2/6/04: Admin bldg flooded, four inches in the work area below grade, due to failure to install expansion joint between the Admin Bldg and the Main Bldg. We had to move all our material and equipment to the another area, forced move.	D	0.8	48.60
H		8	2/7/04: Labov still "dying" in the ditch. Screwed-up the layout of 6 to 8 toilets and two sinks, and they could not get it right. Held up from 10-11: 8 men & 1-2: 8men. At 4:30 they left and the men had to be reassigned for the final hour of the day. Final hours was also lost.	D	0.6	36.45

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H	9	2/11/04: 2" rigid conduit was taken by a contractor and cut for axels to pull wire. Replaced two hours later, plus track them down. Men could not work until conduit was replaced.	D	0.4	24.30
H, F & G	10	2/17/04: Started pouring concrete in the Admin Bldg. We started on 2/5/04. Poured twelve days later. They had us in there long before we should have been, because of Furness and Labov, who should have been in there sooner, so that we would not be delayed waiting for the deep pipe work to be done. This delayed us for six days to reassign from Admin to Areas F & G rooms.	D	3.6	218.70
H	11	3/4/04: Carpenters closed down the Admin Bldg. by storing their material and equipment for the whole job, doors, drywall, studs, expansion joints, etc. 90% of the floor area covered through three and one-half month. No reason to have it there, if not to be installed there, otherwise move it. Tishman should have asked others. Told Forest Walt Husar, and Len Beck, but no relief. It became an unloading area for large electrical, chargers, etc. by Furness	D	3.6	218.70
H	12	3/5/04 & 3/6/04: Admin floor space problem. Furness w/ many UPS batteries, gear and wire reels. Drywall contractors equipment and diamond plate. Told Forest about the delay to our work and Len Beck did nothing and walked away. We were weeks ahead of the Bear job at this point. The Bear job had C-boxes and lay down areas for material storage. All Brandywine trailers were removed from the site in front of the Admin area and all the material was moved inside. This was the start of the considerably smaller work area and access when the trailers were removed, December 16, 2003.	D	3.6	218.70
H	13	3/6/04: Admin area flooded again. Had to move all tools and material to another area. Could not do work. Only place we could work was the back wall of the Admin and this was under four inch of water. Could not work in this area.. Roof expansion joint was never done. Tishman had laborers drill holes in the floor box covers to drain area through the electrical underfloor conduit system.	D	0.8	48.60
H	14	3/9/04: Constantly being stopped by other contractors moving material in Admin Area. Area not covered by material and equipment was used as a material and equipment transport highway. There were four other entries to the building that could have been used for this material and equipment deliveries.	D	0.4	24.30
H	15	3/10/04 to 3/14/04 and for months: Another contractor was in area the whole day unloading material batteries and reels, they were using lifts. They were dangerous, fear of being knocked off ladder. Accident waiting to happen. Still blocked by Furness with electric fork lifts at up to 15 mph.	D	2.0	121.50
H	16	3/15/04: Moved all men out of Admin because no floor space area access, except one available. Left two traveler on T&M work of eight men in Admin Area. Six other men relocated. We were not able to store our material in this area even though we were the only ones working in this area and our material needed to be here. Told Len Beck and Bob Allocca and got no results.	D	0.4	24.30
H	17	3/17/04: 2 men 6hrs each. Tishman was moving us around like Tishman frequently does. Tishman refused to sign T&M slip for these frequent moves. Would not give us lay down area like all other trades. They would let us store in one area then moved to another area the next day.	D	0.4	24.30

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H	18	3/19/04: A master bundle of 3/4 emt 5000 feet was stolen. We had to pay 2-1/2 time more for the replacement pipe. John had to paint the pipe and other materials to keep them from being removed. All other trades had a locked area for material but not Creedon. Asked frequently for a locked storage area and lay down area to keep material from being removed to no avail.	D	2.0	121.50
General	19	3/20/04: Panels were installed and conduit was not stubbed-up to the panel as specified. Dispute with Tishman and Forest re: proper work by others precedent to our work. Precedent work was not stubbed-up. We were responsible for the panels. Precedent work was not finished for us to do our work. Bob and Len Beck were told, but did not help. Furness would not bring the pipe above the finished floor level, we had to connect to pipe below grade and many pipes damaged and compression fittings had to be used and pipe cut. Troughs had to be installed at the panels because conduits from work of others were not stubbed up so that direct panel entry was possible.	D	2.0	121.50
General	20	3/20/04 to 4/21/04: 19 panels to extend all conduits from 4" above the floor to panels. Layout bad; had to install trough on average 10"x10"x 3' some larger some smaller to hit panels straight. Had to cut floor in some cases. Needed to mount unistrut to support conduit and trough including tie into panel legs to floor and studs in wall if not blocked. This was Furness's work by specification, lock nut to lock nut. We had to 1" 2" 3" and 4" and the associated GRS to EMT transition fittings.	D	10.8	656.10
General	21	4/2/04: Had to dig our four inch conduit left barely above the floor level, jack hammer pad and bought a threadless coupling to transition from rigid to emt. This was covered with Len Beck and Bob from Tishman.	D		
H	22	4/6/04: Another 2000 feet of 3/4 EMT was stolen; reported to Len Beck and Bob Allocca. Bob Allocca was physically picking-up our material and throwing it in the dumpster. Threaten to take pictures and Allocca stopped. Tishman top people were throwing our material away.	D	1.0	60.75
General	23	4/9/04: Had to install pull lines in feeder conduits to continue our scheduled work.	D		
H	24	4/20/04: Labov cut a strut holding up two sets of pipes into the wall to install their rain drain. The pipes in the pour floated out and T&M was given, but no extension of time on any T&M done by John. So there were extra costs to stay on schedule.	D		
General	25	4/26/04: As an example half the crew of eight was on T&M. Could not address all the scope work to maintain the schedule. This was a frequent problem. Also had to move materials again due to Tishman's lack of planning, lack of coordination and failure to ask for schedule assistance.	D	2.0	121.50
F	26	4/29/04: Had to modify the transfer switch to accommodate the 3" pipes not properly laid-out by another contractor, 400 amp transfer switches. Took out 2-1/4" x 5-1/4 inches, ATS2B3	D		
E	27	5/3/04: ATS2A3, pipes also laid out wrong and the side rail of the ATS had to be taken out. Also had to change all the Siemens 400 Amp panels with the wrong lugs from dual 500's to dual 600's. Took a couple of extra days. Issued T&M, but six men of fourteen on T&M not scope. Need more schedule adjustment or additional money.	D		
E	28	5/15/04: Three one inch conduits broken by fitters using lifts in Chiller Room A and Chiller Room B. T&M 2 of 6 men not on scope.	D		

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B & H						
26	B & H	5/20/04: Force march day. Had to move all the material and equipment from Room 213 to Admin building. Two men all day. Never give any advance notice, just showed-up and put the insulator in there to store their material.	D	2.0	121.50	
27	H	7/1/04: Started moving most of the material and equipment stored in the Admin Area, exposing floor boxes for the first time since March 4, 2004. This finally permitted Creedon to finish its work in the Admin Area. Not 100% clear, but workable.	D			
28	D	7/8/04: Tom Keene from Tishman threw away material. 1000' Master Bundle of Unistrut was banded it was to be picked up the next day for a credit. Jimmy Ray, Superior Electric, saw Tom Keene personally touch some of the material including strut covers on a cart. It was outside bothering no one and strut services was to pick up the next day. This was done with no notice. Tom Keene did this after regular hours after Creedon left the site. Took three Journeymen three hours to retrieve covers and the strut needed for the balance of the job. On a strict time schedule and had to retrieve material and scope items quickly. Domino affect, very costly. Value of strut \$1,380, but got \$220 credit due to open bundle and condition of materials.	D	1.0	60.75	

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Exhibit 7

**Creedon Controls Inc.**  
Electrical Contractors

3424 Old Capitol Trail  
Wilmington, Delaware 19808  
Telephone (302) 892-2000  
Fax (302) 892-2002

**CREEDON CONTROLS CHANGE ORDER SUMMARY  
BANK ONE BRANDYWINE - CDC II - RFP6B**

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DATE: 3/31/2005  
FOREST EWA #:  
CREEDON - PCO#: 51

Description: Critical Event Summary CCI Project 2357 to 04-07-04

	<b>TOTALS:</b>
LABOR VALUE :	\$ 1,023,122.00
ACTUAL SUPERVISION COSTS:	\$ 259,524.00
(Gross Payroll to Employee)	
LESS: OCIP LABOR	\$ (44,505.81)
LESS: OCIP NON-PRODUCTIVE SUPERVISION	\$ (11,289.29)
 LABOR SUBTOTAL:	 \$ 1,226,850.90
MATERIAL:	\$ 10,222.00
THIRD PARTY RENTAL:	\$ -
DIRECT JOB EXPENSES @ 7% OF LABOR, MATERIAL COST AND RENTALS:	\$ 86,595.10
(INCLUDES PROJECT MANAGEMENT)	\$ 1,323,668.00
 OVERHEAD AND PROFIT MARKUP @ 20% OF BARE COST:	 \$ 264,733.60
 SUBTOTAL:	 \$ 1,588,401.60
 SUBCONTRACT:	 0
OCIP:	0
SUBCONTRACT BARE COST:	0
 OVERHEAD AND PROFIT MARKUP @ 6% OF SUBCONTRACT COST:	 0
 SUBTOTAL:	 0
 TOTAL COST:	 <u>\$ 1,588,401.60</u>

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Exhibit 8

**CREEDON CONTROLS CHANGE ORDER SUMMARY  
BANK ONE BRANDYWINE - CDC II - RFP6B**

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DATE: 3/31/2006  
FOREST EWA #:  
CREEDON - PCO# : 52

Description: Critical Event Summary CCI Project 2357 from 04-08-04

	<b>TOTALS:</b>
LABOR COSTS (without supervision):	\$ 98,786.55
ACUTAL LABOR SUPERVISION COSTS:	\$ 149,693.64
Additional OT Labor and Burden	\$ 170,889.39
TOTAL ALL LABOR: (Totally Loaded Bare Costs: Gross + Benefits + P/R Taxes)	<u>\$ 419,369.59</u>
LESS: OCIP LABOR:	\$ (4,297.21)
LESS: OCIP SUPERVISION:	\$ (6,511.67)
LESS: OCIP Additonal OT Labor and Burden	\$ (7,433.69)
LABOR SUBTOTAL:	<u>\$ 401,127.01</u>
MATERIAL:	\$82,297.50
THIRD PARTY RENTAL:	\$ -
DIRECT JOB EXPENSES 7% OF LABOR, MATERIAL, RENTALS : (Including Project Management)	<u>\$ 33,839.72</u>
	<u>\$ 517,264.22</u>
OVERHEAD AND PROFIT MARKUP @ 20% OF COST:	<u>\$ 103,452.84</u>
SUBTOTAL:	<u>\$ 620,717.07</u>
SUBCONTRACT:	\$ -
OCIP:	\$ -
SUBCONTRACT BARE COST:	\$ -
OVERHEAD AND PROFIT MARKUP @ 6% OF SUBCONTRACT COST:	<u>\$ -</u>
SUBTOTAL:	<u>\$ -</u>
<b>TOTAL COST:</b>	<u><b>\$ 620,717.07</b></u>

Creedon Controls Inc. - Project #2357

Exhibit 9

Delta ChartBank One - CDC II - Brandywine, DEOriginal Estimate + Invoiced  
Changes + Elec. Allowances +  
Difference HoursCompleted Project Hours

Project Difference (hours):	
<b>34,622.5</b>	
as follows:	
PCO #51 (hours):	22,490.0
PCO #52 (hours):	4,913.6
PCO #53 (hours):	1,127.9
PCO #54 (hours):	6,091.0
Invoiced Change Orders (hours):	
<b>7,165.0</b>	
Allowance (hours):	<b>1,000.0</b>
Original Estimate (hours):	
<b>22,620.0</b>	

Completed Project (hours):	
<b>65,407.5</b>	
(Including Invoiced Change Orders: 7165.0 Hrs)	

TotalHours (FINAL) = 65,407.5

**Bank One**  
**CDC II Brandywine, Delaware**  
Bill of Particulars/Claims Summary  
Project #2357

Exhibit 10

Retainage Due		Amount	Remarks
Total Retainage Due	Retainage	181,380	AIA dated October 31, 2004
		\$181,380	
Change Orders Balance Due:			
Work Approved Prior-Unpaid:			
	Billed net of retainage	\$29,864	AIA dated September 7, 2004
	PCOs not submitted prior	39,248	PCO Spreadsheet dated March 31, 2005 and PCO detail
	PCOs repriced and rebilled	77,572	Forest 1/12/04 email and Contract Addendum 1
Not Approved Prior-Unpaid:			
	PCO #51-Billed AIA through 5/31/04	1,588,402	Critical Events-removed from 5/31/04 AIA to receive paym't for balance; some changes made
	PCO #52-Latest Bill: March 31, 2005	531,066	Critical Events-subsequent to original list.
Total Change Order Balance Due		\$2,266,152	
Other Damages-Not approved prior-unpaid:			PCO #53-Latest Bill: March 31, 2005. See PCO #54 below for balance of costs.
Labor:			
	Delays-non-excusable	See Remarks	Labor Productivity Impact in addition to Critical Events
	Rescheduling & Resequencing	See Remarks	Labor Productivity Impact in addition to Critical Events
	Failure to Timely Respond to RFIs	See Remarks	Listed on PCO #51 detail without amount
	Failure to Timely Respond to PCO's	See Remarks	Listed on PCO #51 detail without amount
	Eliminate Night Shift	See Remarks	Labor Productivity Impact-less delay on night shift
	Restricted Access	See Remarks	Labor Productivity Impact in addition to Critical Events
	Obstructed Work Area	See Remarks	Labor Productivity Impact in addition to Critical Events
	Limited Secure Storage	See Remarks	Labor Productivity Impact in addition to Critical Events
	Rate of Manpower Consumption	See Remarks	Manpower Consumption vs. Estimate
	Stacking of Trades	See Remarks	Labor Productivity Impact
	Subtotal Other Damages-Labor:	\$70,620	
Material:			
	Material Price Changes	24,049	Copper & steel: bid versus delayed purchase
	Subtotal Other Damages-Material:	\$24,049	
Site Office:			
	Extended Overhead	15,604	
	Subtotal Other Damages-Site Office:	\$15,604	
Home Office:			
	Interest on Working Capital Line	143,571	Bank Statements
	Interest on Late Payments	29,459	Days Outstanding Cash Spreadsheet
	Extended Home Office Overhead	202,594	Eichleay Spreadsheet
	Gross Receipts Tax	52,330	Tax Form
	Subtotal Other Damages-Home Office:	\$427,954	
Total Other Damages		\$538,226	PCO #53-Latest Bill: March 31, 2005
		\$ 89,650.92	Adjustments to PCO #52. See notes on revised PCO #52 and related Critical Events.
		(\$56,384.96)	Adjustments to PCO #53, deduct mark-up for direct expense and profit on Extended Home Office OH & Gross Receipts Tax.
		381,381.79	PCO #54-Billing as of March 31, 2006. Same Remarks as PCO #53 Labor above.
Project Claim (as of March 31, 2006)		\$3,400,406	Residual Damages-Modification to Total Cost